Miscellaneous Application No. 211 *of* 1927-28.

In the matter of the estate of Mr. Abdul Khadar Sawar, ... *Deceased.*
Battulla Begum, Basavangudi, Bangalore City ... ... *Applicant.*

Whereas the abovenamed, applicant resident of Basavangudi, Bangalore City, claiming to be the wife of the said Mr. Abdul Khadar Sawar, Sub-Assistant Surgeon, deceased, has applied to this Court for a certificate under Regulation VII of 1901, to collect debts payable in respect of the estate of Mr. Abdul Khadar Sawar, deceased, resident of Mavalli, Bangalore City.

Notice is hereby given of the said application and all claimants in the estate of the said Mr. Abdul Khadar Sawar, deceased, are invited to appear in this Court on Friday, the 16th day of March 1928, when the petition of the said Battulla Begum, applicant, will be heard, and the right to the certificate will be determined.

Given under my hand and the seal of the Court, this 1st day of March 1928.

H. M. KRISHNASWAMI,
Subordinate Judge.

MYSORE DISTRICT.

SALE OF BAMBOOS.

Notification dated 9th March 1928.

It is hereby notified for general information that the right of collection and removal of bamboos in the undermentioned forests of the Mysore District, for the calendar year 1928, will be sold by public auction by the District Forest Officer or any other officer deputed by him on the dates and places and subject to the conditions mentioned below :—

The sale will commence at 2 P.M. precisely, on each day and will be subject to the confirmation of the District Forest Officer, in case of bids of Rs. 500 and below and of the Chief Conservator of Forests in other cases :—

Name of range	Name of forest	Description of block	Minimum quantity to be purchased		Place of sale	Date of sale	Remarks
			Big bamboos	Small bamboos			
1. Chamrajnagar ..	Chamrajnagar ..	Kanebuthoore .. Karepalya .. .. Panjur .. .. Bedaguli .. .. Brahmagiri	5,000 5,000 10,000 5,000 10,000	20,000 30,000 30,000 20,000 30,000	Range Forest Office, Chamrajnagar.	2nd April 1928	The boundaries of the blocks will be made known at the time of sale.
2. Hunsur ..	Dodharve ..	The whole of bamboo area of Dodharve Forest as one block stretching from Cauvery river up to Gundapatna Tank.	2,000	20,000 medar or 50,000 small bamboos.	Range Forest Office, Hunsur.	4th April 1928	

N.B.—It should be clearly understood that the contractor shall make his own arrangements for the removal of bamboos, etc.

2. Each bidder shall, before he is permitted to bid, be required to furnish a solvency certificate as under the Tangadi Sale Rules and deposit a sum of Rs. 50 (fifty) as earnest money with the officer conducting the sale. The deposit will be returnable to him at the close of the sale if his bid is not accepted. The person whose bid is accepted shall immediately after the close of the sale pay 25 per cent of the bid amount less the deposit already paid together with the Local Cess at Re. 0-1-0, Railway Cess at Re. 0-0-3 and Education Cess at Re. 0-0-6 per rupee on the full sale amount, failing which the right will be resold or worked by the department at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working, which will be recoverable from him as arrears of land revenue, but he shall not participate in any gain.

3. Defaulters to the department will not be allowed to bid at the sale.

4. The bamboos will be sold by number (*i.e.*, the bidders will have to bid at so much per 1,000 bamboos).

5. Power is reserved to the District Forest Officer or such other officer conducting the sale, as may be deputed by the District Forest Officer to accept or reject any bid without assigning any reason therefor.

6. Within a week from the date of intimation regarding the confirmation of the sale the person whose bid is accepted shall deposit a sum of Rs. 50 (fifty) or 25 per cent of the sale amount whichever is less for each block as security towards the due fulfilment of the contract. He shall also pay within that period the remaining 75 per cent of the contract amount due by him and shall execute an agreement on a stamped paper of proper value accepting the above terms and the terms specified below, failing which, the amount already paid will be forfeited to Government and the produce resold or worked by the department at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself :—

(*a*) That the bamboos shall be collected or stored outside the block at such place or places as may be fixed by the Range Officer concerned and allowed to be removed on check by him and after a permit to remove is issued. Removal without such permit will be an offence to be dealt with according to law.

(*b*) That the purchaser shall not cut bomboos outside the limits of the block to which the lease refers and not exploit immature clumps less than three years old.

(*c*) That the lessee will be personally responsible for the acts of his agents, servants or coolies employed in the cutting, collection and removal of bamboos and for preventing the cutting of clumps under two years by himself, his agents, servants or coolies.

(*d*) That he shall not sublet the contract to anybody or appoint any agent to work for him except with the written sanction of the District Forest Officer.

(*e*) That he shall have no right whatsoever over the block and over the bamboos paid for but left unremoved in any of the blocks after the 31st December 1928.

(*f*) That he shall accept the minimum quantity fixed in the notification as availble in the block concerned and shall have no claim on the department for any deficit that may be found If he removes any quantity above the minimum fixed within the lease period, he shall pay for the excess quantity at auction sale rates.

(*g*) That he shall abide by such orders as the District Forest Officer may issue regulating the transport of bamboos to and collection at their rafting station.

(*h*) That he shall abide by the rules of the department as regards the kindling of fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*i*) That he or his men shall not enter the forest after sunset and before sunrise.

(*j*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of bamboos removed and shall keep it open for the examination of Forest Officers above the grade of guards.

(*k*) That he understands that the sale does not prohibit the issue of retail licenses at seigniorage rates or the exercise by the villagers of their rights in the forest.

(*l*) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may after issuing to the contractor a notice of cancellation of contract enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in clause (2) *supra*. If the deposit or part threof is so forfeited it shall be immadiately made good by the contractor.

Notification dated 8th March 1928.

The public are hereby informed that rejected sleeper timber, rejected sleepers and sleeper pieces will be sold by public auction at the Begur Jungle depot on the 27th March 1928 in addition to the sale at Manchegowdanhalli on the same date.

H. S. NARAYANA RAO,
District Forest Officer.

HASSAN DISTRICT.

SALE OF FUEL TREES.

Notification dated 11th March 1928.

It is hereby notified for general information that the right to cut and remove casuarina trees in the undermentioned coupes in the following State Forest of the Hassan District for the year 1927-28 will be sold by public auction by the District Forest Officer or any other officer deputed by him on the date and places and subject to the condition mentioned below :—

The sale will commence at 10 A.M. precisely, on each and will be subject to the confir-